

17. Award RFP-4198-03/PWM – Legal Services for Construction Claims and Litigation, to Kirwin Norris, P.A., Winter Park (\$135.00 per hour – all inclusive blended hourly rate).

RFP-4198-03/PWM will provide for professional legal services for Seminole County Government as needed and as authorized to provide:

- legal services on a case by case basis relating to public construction contract litigation, dispute resolution and dispute avoidance;
- telephone consultation with the County's in-house counsel;
- fulfillment of other public construction requirements of the County's in-house counsel upon request;
- review proposed contracts, bid specification and other contract documents as requested by the County;
- with County approval, hire consultants (schedules, engineers, architects, and claims consultants) and;
- estimated fees and costs for each case assigned to firm. Provide regular updates on case progress.

This project was publicly advertised and the County received three (3) responses, listed below in alphabetical order:

- Broad and Cassel of Orlando
- Gray Robinson, P.A. of Orlando
- Kirwin Norris, P.A. of Winter Park.

The Evaluation Committee composed of Henry Brown, Assistant County Attorney; Jamie Croteau, Director of Administrative Services; Kathleen Myer, Principle Engineer; and Stephen Lee, Assistant County Attorney; evaluated the submittals against the criteria specified in the RFP documents. Consideration was given to the following:

- knowledge and reputation of the firm;
- known work product (past performance);
- location of the firm; and
- firm's proposed fee schedule.

The Evaluation Committee recommends that the Board to award the contract to the lowest priced responsive, responsible Proposer, Kirwin Norris, P.A., Winter Park at a \$135.00 blended hourly rate. The Agreement will become effective upon execution by the County and shall run for a period of one (1) year. At the option of the County, the contract may be renewed for two (2) successive periods not to exceed one (1) year each.

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-4198-03/PWM
RFP TITLE : Legal Services for Construction Claims
And Litigation
DATE: November 12, 2003. TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-
Broad and Cassel 390 North Orange Ave, Ste 1100 Orlando, Florida 32801 Mr. Robert Alfert, Jr., Partner (407) 839-4200 Phone (407) 425-8377 Fax	GrayRobinson, P.A. 201 E. Pine Street, Ste 1400 Orlando, Florida 32801 Mr. Jeffrey D. Keiner, Esq., Shareholder (407) 843-8880 Phone (407) 244-5690 Fax	Kirwin Norris, P.A. 338 W. Morse Blvd, Ste 150 Winter Park, Florida 32789 Mr. Brian P. Kirwin, Managing Partner (407) 740-6600 Phone (407) 740-6363 Fax

The following criteria and weights shall be utilized in the evaluation of the proposals:

Demonstrated ability/qualifications to provide all desired services:

- Knowledge of the Firm 15%
- Reputation of the Firm 20%
- Known Work Product (past performance) 25%
- Location of the Firm 10%

Firm's Proposed Hourly Rate: 30%

Opened and tabulated 11/12/2003 by David Santiago, Contracts Analyst.

Recommendation of Award (1/26/2004: Kirwin Norris, P.A. (Schedule for BCC 2/10/2004)

EVALUATION RANKING

RFP-4198-03/PWM

Legal Services for Construction Claims and Litigation

FIRMS	Blended Hourly Rate	H. Brown	J. Croteau	S. Lee	K. Myer	Total
Broad and Cassel	\$210.00	3	2	3	2	10
Gray Robinson, P.A.	\$145.00	2	3	2	3	10
Kirwin Norris, P.A.	\$135.00	1	1	1	1	4

Ranking	Firm
1	Kirwin Norris, P.A.

LEGAL SERVICES CONSULTANT AGREEMENT (RFP-4198-03/PWM)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and KIRWIN NORRIS P.A., whose address is 338 W. Morse Boulevard, Suite 150, Winter Park, Florida 32789, hereinafter referred to as "ATTORNEY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified attorney to represent COUNTY.

WHEREAS, the COUNTY has requested and received proposals for the retention of the services of an attorney; and

WHEREAS, ATTORNEY is competent, qualified and duly authorized to practice law in the State of Florida and the United States District Court for the Middle District of Florida and desires to provide professional legal services to COUNTY according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and ATTORNEY agree as follows:

SECTION 1. SERVICES. ATTORNEY agrees to provide timely professional services for COUNTY in the field of public construction contract litigation, dispute resolution and dispute avoidance and specifically perform those services set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "A". ATTORNEY shall serve as co-counsel on an as needed basis with COUNTY in-house staff attorneys in construction litigation and dispute resolution and as an on-call consultant in public construction matters. All services are to be performed on an as needed basis. This Agreement alone does not

authorize the performance of any services or require the COUNTY to authorize services.

SECTION 2. REQUESTS FOR SERVICE.

(a) Requests for performance of professional services by the ATTORNEY under this Agreement shall be made in writing by the COUNTY'S Deputy County Attorney or his designee on behalf of the COUNTY. Each Request for Services shall be numbered and shall describe the services required, state the dates for commencement and completion and state limitations on the Scope of Services or on the amount of compensation, if any. The COUNTY makes no promise as to the number of service requests nor that the ATTORNEY will perform any services for the COUNTY under this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

(b) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. The COUNTY designates the COUNTY'S Deputy County Attorney as the COUNTY employee to whom all communications pertaining to the day to day conduct of the Agreement should be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(c) Expiration of the term of this Agreement shall have no effect upon Requests for Service issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Requests for Service or the conclusion of litigation in which the Attorney represent the COUNTY, whichever comes first. No additional Requests for

Service may be issued after the expiration of this Agreement nor may any Requests for Service that survives expiration of the Agreement term be amended to add additional services beyond those expressed prior to the Agreement termination.

SECTION 3. CHANGES IN THE SCOPE OF SERVICES. COUNTY or ATTORNEY may request changes that would increase, decrease or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 4. RESPONSIBILITIES OF ATTORNEY.

(a) The ATTORNEY agrees to timely provide the professional services and facilities required to assist COUNTY in the field of public construction contract litigation, dispute resolution and dispute avoidance.

(b) The ATTORNEY shall keep abreast of statutes, regulations, codes and applicable case law in all areas of responsibility at his sole expense.

(c) The ATTORNEY designates Brian P. Kirwin, Esquire, or his associates, as the attorney to provide services to the COUNTY.

(d) The ATTORNEY agrees to utilize associates and legal assistants/paralegals, under the supervision of ATTORNEY, where appropriate to accomplish cost effective performance of services. The ATTORNEY agrees to plan budgets for the defense of cases in terms of the use of experts and related matters.

(e) It shall be the responsibility of ATTORNEY to specifically request all required information and to provide himself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) The ATTORNEY shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done

under this Agreement. The ATTORNEY shall, without additional compensation, correct or revise any errors or deficiencies in the work performed under this Agreement which result from the negligence of ATTORNEY.

(g) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the ATTORNEY shall be liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the ATTORNEY's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by ATTORNEY of his obligations, COUNTY agrees to pay ATTORNEY a fee based on a "Time Basis Method". ATTORNEY shall be compensated at the rate of ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$135.00) per hour for all services authorized and performed.

(b) Authorized services may contain a "Limitation of Funds" amount. The ATTORNEY is not authorized to exceed that amount without the prior approval of the COUNTY. The approval, if given, shall be in writing and indicate a new "Limitation of Funds" amount.

(c) In lieu of, or in addition to, establishment of a "Limitation of Funds" amount, the COUNTY may provide for a "Not to Exceed" amount for any service authorization.

(d) COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Actual work hours shall not include compensation for travel time to or from the offices of ATTORNEY to Seminole County or travel time to court appearances.

Payment shall be made to the ATTORNEY when requested as work progresses, but not more than once monthly for services rendered. ATTORNEY shall provide an itemized invoice based on actual services rendered including, but not limited to, the following information:

- (1) The name and address of the ATTORNEY;
- (2) Contract Number;
- (3) Request for Service Number
- (4) A complete and accurate time record of services performed by the ATTORNEY, in increments of 1/10 of an hour, for all services performed by the ATTORNEY during that month and for which the COUNTY is billed, and the name of the individual performing each service;
- (5) A description of the services rendered in (4) above, corresponding to the 1/10 time increments, with sufficient detail to identify the exact nature of the work performed. As an example of the specificity here required, it would not be appropriate to simply list the service performed as "research"; rather, it is required that the specific matter being researched be specified in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it is reasonable; and
- (6) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A duplicate copy of the invoice shall be sent to:

County Attorney
County Services Building
1101 E. First Street
Sanford, Florida 32771

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) Upon satisfactory completion of all work required under service authorizations issued hereunder or any supplement thereto, and, upon acceptance of the work by the COUNTY, the ATTORNEY may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by the COUNTY. The COUNTY shall pay the ATTORNEY within thirty (30) days of receipt of such valid invoice. Each service authorization shall be treated separately for final payment purposes.

(b) The COUNTY may perform or have performed an audit of the records of the ATTORNEY after final payment to support final payment under any service authorization issued hereunder. This audit would be performed at a time mutually agreeable to the ATTORNEY and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the ATTORNEY may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to the ATTORNEY. The accomplishment of this audit shall not delay final payment as provided in subsection 6(a).

(c) The ATTORNEY agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at his office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection 6(b). Separate accounting records shall be maintained by the ATTORNEY for each service authorization.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection 6(c) reveals any overpayment by the COUNTY to the ATTORNEY under the terms of this Agreement, the ATTORNEY shall refund such overpayment to the COUNTY within thirty (30) days of notice of same by the COUNTY to the ATTORNEY.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from the ATTORNEY'S services or have been created during the course of ATTORNEY'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the ATTORNEY, however, ATTORNEY retains the right to retain copies of his work product and to use same for appropriate purposes.

SECTION 8. TERM. This Agreement shall become effective upon execution by the COUNTY and shall run for a period of one (1) year and, at the option of the COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each, unless terminated as provided herein.

SECTION 9. NO CONTINGENT FEES. The ATTORNEY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the ATTORNEY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ATTORNEY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. ATTORNEY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. CONFLICT OF INTEREST.

(a) The ATTORNEY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See the County Personnel Policies, (Code of Conduct).

(b) The ATTORNEY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the ATTORNEY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the ATTORNEY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event ATTORNEY, during the course of the work under this Agreement, requires the service of any subcontractors or other professional associates in connection with service covered by this Agreement, ATTORNEY must secure the prior written approval of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the ATTORNEY (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The ATTORNEY is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 15. INDEMNIFICATION OF COUNTY.

(a) The ATTORNEY shall indemnify and save harmless the COUNTY, its officers, agents, and employees from and against any claim, demand or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of the ATTORNEY, its officers, agents, subcontractors or employees or any like person or entity in the performance of services under this Agreement.

(b) The ATTORNEY shall require all subcontractors to enter an Agreement containing the provisions set forth in the preceding

subsection in which Agreement the subcontractors fully indemnifies the COUNTY in accordance with this Agreement.

SECTION 16. INSURANCE.

(a) The ATTORNEY shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance and Professional Liability Insurance as will provide to the COUNTY the protection contained in the foregoing Indemnification Section undertaken by the ATTORNEY.

(b) Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. All policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of the ATTORNEY in performing his services under this Agreement. Any liability policy or policies shall, as a minimum, carry limits of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(c) Prior to the commencement of work hereunder, the ATTORNEY shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. The COUNTY reserves the right to require a copy of such policy or policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit nor have the effect of limiting the ATTORNEY'S liability under the provisions of the indemnification clause.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to

exhaust COUNTY administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement with administrative dispute resolution procedures set forth in § 220.102, "Contract Claims", Seminole County Code.

(b) ATTORNEY agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which the ATTORNEY had knowledge and failed to present during the COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. SERVICES NOT PROVIDED FOR. No claim for services furnished by the ATTORNEY not specifically provided for herein shall be honored by the COUNTY.

SECTION 19. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject

matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 20. AGREEMENT AND SERVICE AUTHORIZATION IN CONFLICT. Except as otherwise set forth, whenever the terms of this Agreement conflict with any service authorization this Agreement shall prevail.

SECTION 21. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR ATTORNEY:

Kirwin Norris, P.A.
338 W. Morse Boulevard, Suite 150
Winter Park, Florida 32789

SECTION 23. TERMINATION.

(a) The COUNTY may, by written notice to the ATTORNEY terminate this Agreement, in whole or in part, at any time, either for the

COUNTY'S convenience or because of the failure of the ATTORNEY to fulfill his Agreement obligations. Upon receipt of such notice, the ATTORNEY shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise); and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ATTORNEY in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ATTORNEY shall be paid its compensation for services performed to the date of termination based on the percentage of work completed. The COUNTY shall not be obligated to pay for any services performed by ATTORNEY after notice of termination has been given.

(c) If the termination is due to the failure of the ATTORNEY to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the ATTORNEY shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The ATTORNEY shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the ATTORNEY.

(d) If, after notice of termination for failure to fulfill the Agreement obligations, it is determined that the ATTORNEY had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this section.

(e) The rights and remedies of the COUNTY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

KIRWIN NORRIS, P.A.

Witness

By: _____
BRIAN P. KIRWIN, Esquire

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

For the use and reliance
of Seminole County only.

Date: _____

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
1/27/04
rfp-4198

Attachment:

Exhibit "A" - Scope of Services

Exhibit A

SCOPE OF SERVICES RFP-4198-03/PWM

Legal Services for Construction Claims and Litigation

The ATTORNEY will provide Professional Legal Services for the COUNTY as needed and as authorized:

1. to provide legal services on a case by case basis relating to public construction contract litigation, dispute resolution and dispute avoidance;
2. to provide telephone consultation with the COUNTY's in-house counsel;
3. to fulfill other public construction requirements of the COUNTY's in-house counsel upon request.
4. to review proposed contracts, bid specification other contract documents, as requested;
5. to hire consultants (schedules, engineers, architects, claims consultants) with COUNTY approval;
6. to provide estimated fees and costs for each case assigned to firm. Provide regular updates on case progress.

FEE SCHEDULE
RFP-4198-03/PWM
Legal Services for Construction Claims and Litigation

The undersigned, as Proposer, has examined the Scope of Services and contractual documents relative thereto; and the Scope of Services to be provided.

The Proposer proposes and agrees, if this proposal is accepted, to contract with the County and perform the work in full and complete accordance with the Scope of Services and Contract Documents to the full and entire satisfaction of the County, with a definite understanding that no money will be allowed for extra work except as set forth in the RFP documents.

Proposed Hourly Billing Rate for Firm: \$ 145.00

Name of Firm: KIRWIN NORRIS, P.A.

By: B. Kirwin
(Signature)

BLIAM A. KIRWIN MANAGING PARTNER
Name & Title (print or type)